S2. Student Clubs/Organizations
1 WRMC Public Records; Contracts United Press International
1973-1979

BOX 3
FOLDER 6

MODIFICATION OF AGREEMENT

New York, N.Y.

April 20, 1973

In modification of the Agreement dated May 6, 1968 between United Press International, Inc., (UPI) a New York Corporation, and Station WRMC-FM (Broadcaster), it is hereby further agreed:

1. The services to be provided Broadcaster shall also include the UPI Audio Network report. This report shall be delivered to Station WRMC-FM located at Middlebury, Vermont via the regular UPI Audio Network. Broadcaster understands that this regular UPI Audio Network may carry from time to time, or on a regular basis, syndicated material not available for use by Broadcaster under the terms of this Modification of Agreement, and Broadcaster agrees not to use any such material. Such syndicated material will be clearly designated.

2. The weekly sum to be paid UPI by Broadcaster, as provided in Clause Second of said Agreement, shall be increased by $ 35.00 (Thirty-Five Dollars)

effective September 9, 1973 with the start of delivery of the UPI Audio Network report.

3. Except as modified herein, all terms and conditions of said Agreement shall remain in full force and effect and shall apply to this Modification of Agreement.

Patricia McCord
(Witness)

(Witness)

STATION WRMC-FM

By Christopher Graff June 7, 1973

UNITED PRESS INTERNATIONAL, INC.

By Joseph F. Trigenti
Joseph F. Trigenti
Assistant Secretary

Audio-68

September 3, 1976

From: T. Richardson Miner, Jr.
Assistant to the President

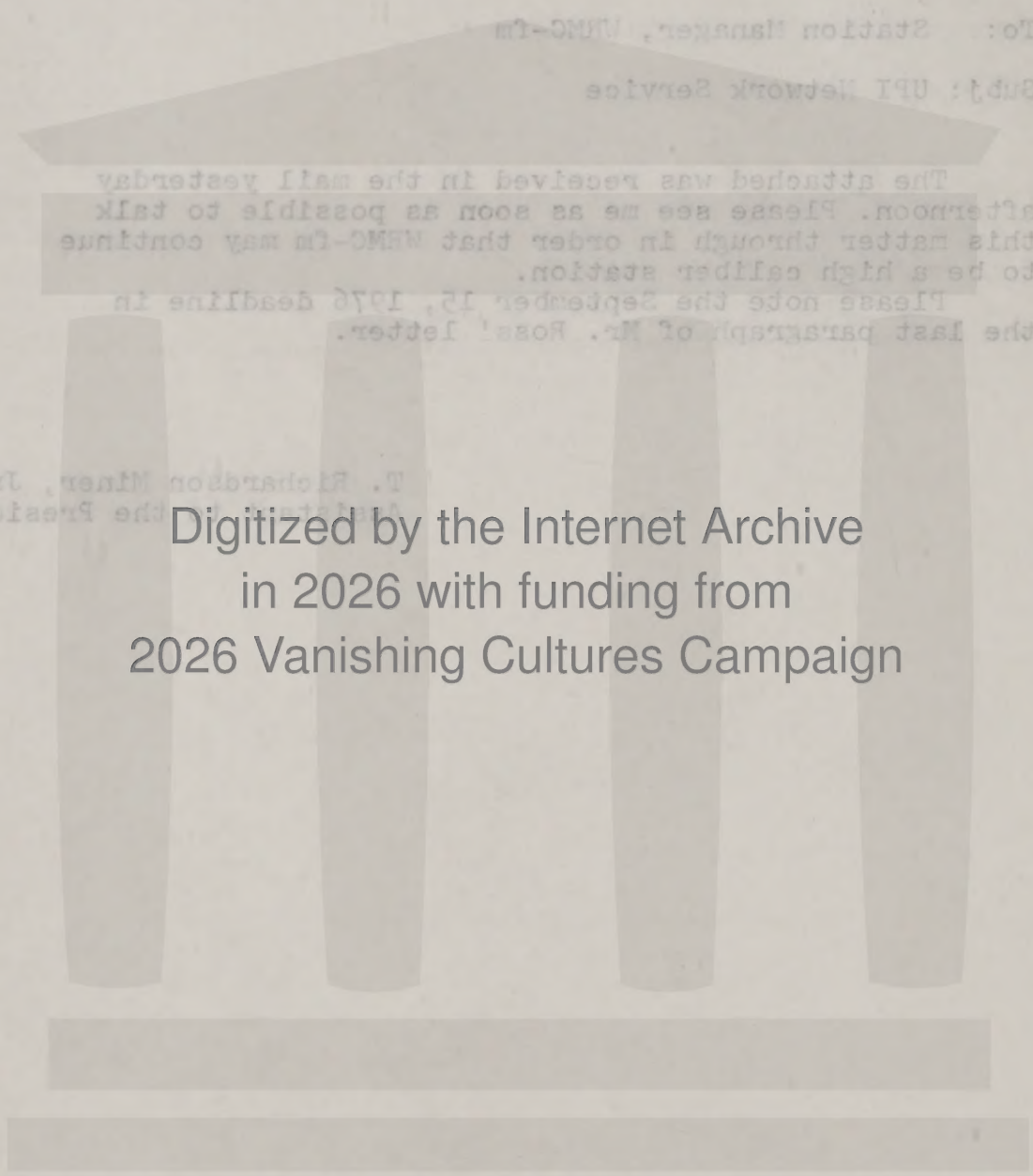
To: Station Manager, WRMC-fm

Subj: UPI Network Service

The attached was received in the mail yesterday afternoon. Please see me as soon as possible to talk this matter through in order that WRMC-fm may continue to be a high caliber station.

Please note the September 15, 1976 deadline in the last paragraph of Mr. Ross' letter.

T. Richardson Miner, Jr.
Assistant to the President



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https://archive.org/details/wrmcpublicrecord00unse_3

One Hundred Seventy-Fifth Anniversary

MIDDLEBURY COLLEGE / *MIDDLEBURY, VERMONT 05753*

Office of the President

September 27, 1976

Mr. Richard C. Ross
Regional Executive
United Press International
20 Ashburton Place
Boston, MA 02108

Dear Mr. Ross:

I have, as I stated to you that I would, discussed your letter of August 30, 1976 with David Wyskiel, the Station Manager for WRMC-fm. We are extremely distressed that U.P.I. finds it necessary to renegotiate the contract for the U.P.I. broadcast, script and audio network service at a substantial increase in cost to the students of Middlebury College. I understand full well, and have related to those involved at the radio station, the reasons for the increased costs. While you do not agree that it is, in fact, an increase in costs, the forty-one weeks of uninterrupted U.P.I. service is in considerable excess of the number of weeks which WRMC-fm requires. We are, therefore, paying for weeks when the service will not be used and, were we to use this service during vacation periods and following the conclusion of the academic year, additional costs would be incurred in the hiring of students to operate the studio.

We do feel, however, that, in order to provide quality radio broadcasting to the College's listening area, we must agree to this increased, but unusable, service. I am reluctantly forwarding the signed "Modification of Agreement" which obligates WRMC-fm to four (4) years of U.P.I. service. In so doing, it is our understanding that we may terminate this agreement provided that Middlebury College notifies U.P.I. at its New York Office, by certified letter, six months prior to the end of the current term. I note that the provisions of paragraph three of the contract signed

on April 26, 1975 was not adhered to by U.P.I. and assume that, in the future, you will honor your agreement as you no doubt will require that we honor ours.

In view of the increased cost to which we are now obligating ourselves for the next four years, it would be my hope that U.P.I. would not as you predicted, raise rates by a substantial amount during the remainder of the contract period.

Sincerely,

T. Richardson Miner, Jr.
Assistant to the President

Enc.

cc: Mr. David E. Wyskiel
Station Manager, WRMC-fm

TRM:sms

SEP 20 1976

United Press International

GENERAL OFFICES
NEWS BUILDING, 220 EAST 42ND STREET
NEW YORK, N. Y. 10017

New York, New York

EDUCATIONAL SERVICE CLIENT
MODIFICATION OF AGREEMENT

This letter, when signed by the respective authorized representatives of Middlebury College (Subscriber) and United Press International, Inc. (UPI), a New York corporation, shall constitute a Modification of the Agreement between the parties hereto dated April 26, 1975 in the following specific particulars:

1) SCHOOL-YEAR TERM: It is mutually understood and agreed UPI shall deliver the Service to Subscriber during the school-year period commencing the first week of September through the second week of June and UPI shall automatically suspend Service to Subscriber during the intervening summer week period until the immediate following September during each successive calendar year of said Agreement.

2) SCHOOL-YEAR RATE: Except as specifically provided under the increase provisions of Paragraph 2 of said Agreement, it is mutually understood and agreed that the Rate for such school-year service shall be either a) $3,103.00 payable by Subscriber weekly in advance to UPI at UPI's New York office on a schedule of $94.03 per week commencing October First of each successive school year and continuing until paid in full, or b) $2,966.05 payable by Subscriber in a single annual advance payment to UPI at UPI's New York office not later than October First of each successive school year, or payable in equal $1,483.03 payments to UPI not later than October First and February First of each successive school year.

3) SUMMER TERM OPTION: Subscriber may elect and UPI shall deliver Service during the summer period from the third week of June through the last week of August, providing Subscriber notifies UPI in writing of its desire to continue Service during said summer period not later than May First of the respective year in which Service is elected during the summer period. In the event Service is elected during the summer period Subscriber shall pay UPI at UPI's New York office the additional sum of $913.00 (NINE HUNDRED THIRTEEN DOLLARS AND NO CENTS) for such summer Service and such payment shall accompany said notice to UPI.

4) SUPPLIES: UPI shall provide Subscriber, at no additional expense to Subscriber, single copy paper and ribbons supplies consumed in the delivery of the Service.

Except as specifically modified herein all terms and provisions of said Agreement shall remain in full force and effect and shall apply to this Modification as of its effective date.

Made this 21st th day of September, 19 76 at New York, New York.
Middlebury, Vermont

Accepted for:

Middlebury College

By: T. Richardson Miner
T. Richardson Miner, Jr.
Asst. to the President (title)

UNITED PRESS INTERNATIONAL, INC.

By: _____
(title)

SEP 2 1976

United Press International

NEWS BUILDING, 220 EAST 42ND STREET
NEW YORK, N.Y. 10017

RICHARD C. ROSS
REGIONAL EXECUTIVE
20 ASHBURTON PLACE
BOSTON, MASS. 02108

(617)
227 - 0780

August 30, 1976

Mr. T. Richardson Miner, Jr.
Assistant to the President
Middlebury College
Middlebury, Vermont 05753

Re: UPI Broadcast Script and Audio Network Service
via leased lines and electronic teleprinter to
W M R C-FM

Dear Mr. Miner:

This is to inform you that United Press International is adopting a new package service system for all educational subscribers in the 1976-77 school year.

UPI has to date followed a program with Middlebury and hundreds of educational institutions coast-to-coast of suspending service and billings during school vacation periods. Due to dramatic cost increases and changed AT&T requirements in recent months however, this program is no longer feasible. We must therefore terminate the program effective September 1, 1976.

Starting this school year, U.P.I. is offering a new package service system for all educational subscribers based upon new arrangements with our communications, maintenance and supply subcontractors.

The package consists of 41 weeks of uninterrupted U.P.I. service starting the first week of September and extending until the second week of June. The service under contract for W M R C will be delivered without suspensions within the package price of $3,103.00 payable at the rate of $94.03 per week until paid in full or at a new prepayment price of $2,966.05 payable in either a single check before October First or in equal payments of $1,483.03 payable before October and February First respectively. The price package is all-inclusive of news, leased lines, teletype equipment, maintenance and paper/ribbon supplies.

Optional service may also be obtained for the 11-week summer period under the new system at the additional cost of $913.00 all-inclusive. Should you desire this service option, you may notify and pay U.P.I. before May First, Otherwise, U.P.I. will automatically suspend your service for the summer.

We believe the new mandatory system will be more convenient and economical. It offers firm budget figures for U.P.I. news and supplies for the entire school year without the historic confusion caused by mid-term suspensions. It also offers a direct $136.95 savings for those schools who wish to avoid the chore of weekly service invoices and who prepay.be

I would ask your cooperation in joining the more than 700 educational subscribers of United Press International in the new program. Only if all U.P.I. educational subscribers participate, will the new system function to preserve our service rates at their historic reduced level.

Please have the enclosed form signed and returned or call with any questions you might have before September 15, 1976. Inasmuch as the Middlebury College account currently carries a $1,221.60 credit balance, a payment of $261.43 will be required if the College is to qualify under the first semester prepayment option.

Sincerely,

Richard C. Ross

2.

91.7 MHZ RADIO
MIDDLEBURY
COLLEGE

BOX 2200, MIDDLEBURY COLLEGE
MIDDLEBURY, VERMONT 05753
(802) 388-6323

August 9, 1976
United Press International
20 Ashburton Place
Boston, Mass. 02108

Dear Sir or Madam,

According to our contract dated September 1, 1976, under clause 13, Prepayment, WRMC subscribes to your newswire and audio services at a fixed rate [redacted] per semester. We wish to resume these services beginning the first full week in September (the 6th) for 15 weeks until the 19th of December. The enclosed check covers:

15 weeks at $84.00/week.....	$1260.00
5% discount for early payment.....	- 63.00
	1197.00
Tafriff of $1.64/week.....	24.60
	1221.60
Credit.....	- 77.89
TOTAL	$1143.71

I am sending a copy of this letter to your General Offices in New York.

Yours truly,

Joan L. Siefert

Joan L. Siefert
Business Director, WRMC-FM

August 12, 1975

Mr. Richard C. Ross
Regional Executive
United Press International
20 Ashburton Place
Boston, Massachusetts 02108

Dear Mr. Ross:

It has recently been brought to my attention that your letter of April 24, 1975 to Miss Pamela Marsh, News Director of WRMC-FM, has not been acknowledged. I hasten therefore to enclose the agreement between United Press International, Inc. and The President and Fellows of Middlebury College for services provided by U.P.I. for a period of five years from September 1, 1975.

I understand from your letter to Miss Marsh that an executed copy will be returned to me for our files.

With best wishes.

Sincerely yours,

T. Richardson Miner, Jr.
Assistant to the President

cc: David C. Williams

United Press International

NEWS BUILDING, 220 EAST 42ND STREET
NEW YORK, N.Y. 10017

RICHARD C. ROSS
REGIONAL EXECUTIVE
20 ASHBURTON PLACE
BOSTON, MASS. 02108

(617)
227 - 0780

April 24, 1975

Ms. Pamela Marsh
News Director
Station W R M C - FM
Box 800
Middlebury College
Middlebury, Vermont 05753

Dear Pam:

Herewith is the new U.P.I. Agreement we have discussed providing the Broadcast Service, Audio Service, Extel Printer and all supplies for a total cost of $84.00 per week.

Paragraph 13 provides for a 5% ($4.20 per week) reduction in this amount if payments are made together with scheduled vacation periods before October 1st and March 1st of each semester. Paragraph 14 provides for suspensions of between 14 consecutive days (beginning on Sunday) and 22 weeks total during any 52 week period.

The Agreement is our new standard format for all collegiate clients and should drastically better both your payment system and flexibility in future years at W R M C.

Should you have any questions, please call collect. The Agreement should be signed by a corporate officer of Middlebury College and returned to me for execution by the U.P.I.. An executed copy of the document will be returned for the college files.

Cordially,

Richard C. Ross

Agreement

File WRMC

UNITED PRESS INTERNATIONAL, INC., 220 East 42nd Street, New York, N. Y. ("UPI"), and Middlebury College, President and Fellows thereof, a Vermont corporation ("Subscriber"), agree as follows:

1. **SERVICE**: UPI grants to subscriber the non-exclusive right and privilege of using UPI's Vermont Broadcast (UPR) and UPI Audio Network ("Service") for news purposes for Station W R M C, an educational FM radio station broadcasting at 10 watts power located at Middlebury College Campus, Middlebury, Vermont 05753. UPI shall deliver the Service by leased line, one UPI-owned electronic printer and the regular UPI Audio Network, for which Subscriber shall furnish space and bear all costs of installation, power ~~xxxxxxxx~~.

2. **RATE**: Subscriber shall pay to UPI at its New York office weekly in advance $ 84.00 (EIGHTY FOUR DOLLARS) per week, plus Subscriber's proportionate share as determined by UPI of any tax payable directly or indirectly by UPI levied on the Service or its delivery. UPI may from time to time increase the rate, but such increases shall not exceed, in the aggregate in any two-year period, twenty-five per cent of the rate in effect at the beginning of that period. UPI is authorized to draw on Subscriber for weekly payments through invoices at above address, or such other bank as Subscriber may specify in writing.

3. **TERM**: This Agreement shall continue for Five(5) years from September 1, 1975 and shall renew itself continuously for further terms of Five(5) years each unless either party notifies the other by certified letter received by Subscriber at above address or by UPI at its New York office at least six months before the end of the then current term of its desire to terminate, in which event this Agreement shall terminate at the end of the then current term.

4. **USE**: Subscriber shall not use or permit the use of the Service in any way not authorized by this Agreement and shall not distort the substance of the Service. Subscriber shall respect all release pledges on advance matter and shall carry copyright and UPI credit lines.

5. **LOCAL NEWS**: Subscriber shall make available to UPI at Subscriber's office, without cost to UPI, all news and pictures collected by Subscriber.

6. **PERFORMANCE**: Performance of this Agreement by UPI is subject to any work stoppage and any occurrence beyond UPI's control, and payments required under this Agreement shall not be affected by any interruption caused thereby. Any such stoppage or occurrence shall not terminate or give either party the right to terminate this Agreement. Performance of this Agreement by UPI is also subject to continuation of intermediate subscribers now on UPI circuits and the operating conditions of Subscriber specified in Paragraph 1, unless UPI is satisfied with the then current rate.

7. **INDEMNITY**: UPI shall not be liable for any damage or expense arising to Subscriber or to any person by reason of publication of the Service. Subscriber shall indemnify and hold UPI harmless against any claim, damage or expense arising out of Subscriber's use of the Service contrary to this Agreement or instructions by UPI.

8. **ASSIGNMENT**: This Agreement may be assigned by UPI. In the event of the transfer or consolidation of all of Subscriber's business to which this Agreement relates, Subscriber shall cause its successor to agree in writing to assume this Agreement. An executed copy of such assumption shall be sent by certified mail to UPI at its New York office.

9. **DEFAULT**: Failure by Subscriber to pay UPI hereunder shall entitle UPI to terminate delivery of the Service and recover from Subscriber (a) any arrearages, (b) the total of Subscriber's then current weekly rate multiplied by the number of weeks between termination of delivery and the date of expiration of the then current term (or renewal term if delivery is terminated within six months before the end of the then current term and no notice of desire to terminate has been received as specified in Paragraph 3), less savings UPI is able to effect by cancelling transmission facilities applicable specifically to delivering the Service to Subscriber, and (c) reasonable attorneys' fees.

10. **MISCELLANEOUS**: Time as to Paragraphs 2 and 3 is of the essence. Oral representations or agreements not embodied in this Agreement are not binding, and this Agreement cannot be changed or terminated orally. A waiver of any breach of this Agreement shall not be construed as a waiver of any future breach. This Agreement shall not be effective until accepted by UPI at New York, N. Y., and shall bind each party's successors and assigns.

(ADDITIONAL PARAGRAPHS ON REVERSE)

11. SYNDICATED MATERIAL: Subscriber understands that this regular UPI Audio network may carry from time to time or on a regular basis syndicated material not available for use by Subscriber under the terms of this Agreement, and Subscriber agrees not to use any such material. Such syndicated material will be clearly designated.

12. SUPPLIES: UPI hereby agrees to provide Subscriber with single copy teletype paper and ribbons consumed in the delivery of the Service without additional cost to Subscriber.

13. PREPAYMENT: It is mutually understood and agreed Subscriber may qualify for a reduction in the rate specified in Paragraph 2 by (a) submitting to UPI before October 1st and March 1st of each respective semester of this Agreement a written service order specifying the whole week periods when UPI should deliver and UPI should suspend Service during the immediate succeeding 26 week period from each respective date, (b) accompanying said service order with a single advance semester payment equal to the product of the Rate specified in Paragraph 2 times the total number of whole week periods UPI should deliver Service under said order, minus five per cent (5%) of said product, and (c) submitting any and all changes to said order together with the appropriate balancing payment to UPI in writing a minimum of 30 days before the effective date of any such change.

14. SERVICE SUSPENSIONS: UPI may suspend the Service and charges to Subscriber's account for school vacation periods individually not shorter than two consecutive whole weeks and cumulatively not exceeding 22 whole weeks during any 52 week period, providing Subscriber (a) submits a schedule of any and all such periods when UPI should suspehd Service to UPI in writing before October 1st and March 1st of each respective semester of this Agreement and (b) submits to UPI any and all changes in said schedule in writing a minimum of 30 days before the effective date of any such change.

15. DREINITION: The term "whole week" in Paragraphs 13 and 14 shall mean any consecutive seven day period from and inclusive of Sunday to and inclusive of Saturday.

16. SUPERSESSION: Effective September 1, 1975 this Agreement shall supersede the Agreement between the parties hereto dated May 6, 1968.

Made this 26th day of April, 1975 at New York, N.Y.

ACCEPTED FOR:

THE PRESIDENT AND FELLOWS OF MIDDLEBURY COLLEGE

By: T. Richardson Miner, Jr.
(TITLE)

Assistant Secretary

UNITED PRESS INTERNATIONAL, INC.

By: Joseph F. Frigenti

SEP 2 1975

United Press International

NEWS BUILDING, 220 EAST 42ND STREET
NEW YORK, N.Y. 10017

RICHARD C. ROSS
REGIONAL EXECUTIVE
20 ASHBURTON PLACE
BOSTON, MASS. 02108

(617)
227 - 0780

August 29, 1975

Mr. T. Richardson Miner, Jr.
Assistant to the President
Middlebury College
Middlebury, Vermont 05753

Dear Mr. Miner:

It is my pleasure to return herewith for your files an executed copy of the Broadcast News and Audio Agreement effective September 1st.

We at United Press International are very proud of our long cooperative relationship with Middlebury College and I am delighted to have been instrumental in updating the contractual basis for our service.

Please do not hesitate to call upon me at any time you feel we might be of service.

Cordially,

Richard C. Ross

August 29, 1973

Mr. G. Richardson Hiner, Jr.
Assistant to the President
Middlebury College
Middlebury, Vermont 05753

Dear Mr. Hiner:

It is my pleasure to return herewith for your files an executed copy of the Broadcast News and Audio Agreement effective September 1st.

We at United Press International are very proud of our long cooperative relationship with Middlebury College and I am delighted to have been instrumental in updating the contractual basis for our service.

Please do not hesitate to call upon me at any time you feel we might be of service.

Cordially,

Richard C. Rose

Agreement

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2. **RATE**: Subscriber shall pay to UPI at its New York office weekly in advance $ $84.00 (EIGHTY FOUR DOLLARS) per week, plus Subscriber's proportionate share as determined by UPI of any tax payable directly or indirectly by UPI levied on the Service or its delivery. UPI may from time to time increase the rate, but such increases shall not exceed, in the aggregate in any two-year period, twenty-five per cent of the rate in effect at the beginning of that period. UPI is authorized to draw on Subscriber for weekly payments through invoices at above address, or such other bank as Subscriber may specify in writing.

3. **TERM**: This Agreement shall continue for Five(5) years from September 1, 1975 and shall renew itself continuously for further terms of Five(5) years each unless either party notifies the other by certified letter received by Subscriber at above address or by UPI at its New York office at least six months before the end of the then current term of its desire to terminate, in which event this Agreement shall terminate at the end of the then current term.

4. **USE**: Subscriber shall not use or permit the use of the Service in any way not authorized by this Agreement and shall not distort the substance of the Service. Subscriber shall respect all release pledges on advance matter and shall carry copyright and UPI credit lines.

5. **LOCAL NEWS**: Subscriber shall make available to UPI at Subscriber's office, without cost to UPI, all news and pictures collected by Subscriber.

6. **PERFORMANCE**: Performance of this Agreement by UPI is subject to any work stoppage and any occurrence beyond UPI's control, and payments required under this Agreement shall not be affected by any interruption caused thereby. Any such stoppage or occurrence shall not terminate or give either party the right to terminate this Agreement. Performance of this Agreement by UPI is also subject to continuation of intermediate subscribers now on UPI circuits and the operating conditions of Subscriber specified in Paragraph 1, unless UPI is satisfied with the then current rate.

7. **INDEMNITY**: UPI shall not be liable for any damage or expense arising to Subscriber or to any person by reason of publication of the Service. Subscriber shall indemnify and hold UPI harmless against any claim, damage or expense arising out of Subscriber's use of the Service contrary to this Agreement or instructions by UPI.

8. **ASSIGNMENT**: This Agreement may be assigned by UPI. In the event of the transfer or consolidation of all of Subscriber's business to which this Agreement relates, Subscriber shall cause its successor to agree in writing to assume this Agreement. An executed copy of such assumption shall be sent by certified mail to UPI at its New York office.

9. **DEFAULT**: Failure by Subscriber to pay UPI hereunder shall entitle UPI to terminate delivery of the Service and recover from Subscriber (a) any arrearages, (b) the total of Subscriber's then current weekly rate multiplied by the number of weeks between termination of delivery and the date of expiration of the then current term (or renewal term if delivery is terminated within six months before the end of the then current term and no notice of desire to terminate has been received as specified in Paragraph 3), less savings UPI is able to effect by cancelling transmission facilities applicable specifically to delivering the Service to Subscriber, and (c) reasonable attorneys' fees.

10. **MISCELLANEOUS**: Time as to Paragraphs 2 and 3 is of the essence. Oral representations or agreements not embodied in this Agreement are not binding, and this Agreement cannot be changed or terminated orally. A waiver of any breach of this Agreement shall not be construed as a waiver of any future breach. This Agreement shall not be effective until accepted by UPI at New York, N. Y., and shall bind each party's successors and assigns.

(ADDITIONAL PARAGRAPHS ON REVERSE)

11. SYNDICATED MATERIAL: Subscriber understands that this regular UPI Audio network may carry from time to time or on a regular basis syndicated material not available for use by Subscriber under the terms of this Agreement, and Subscriber agrees not to use any such material. Such syndicated material will be clearly designated.

12. SUPPLIES: UPI hereby agrees to provide Subscriber with single copy teletype paper and ribbons consumed in the delivery of the Service without additional cost to Subscriber.

13. PREPAYMENT: It is mutually understood and agreed Subscriber may qualify for a reduction in the rate specified in Paragraph 2 by (a) submitting to UPI before October 1st and March 1st of each respective semester of this Agreement a written service order specifying the whole week periods when UPI should deliver and UPI should suspend Service during the immediate succeeding 26 week period from each respective date, (b) accompanying said service order with a single advance semester payment equal to the product of the Rate specified in Paragraph 2 times the total number of whole week periods UPI should deliver Service under said order, minus five per cent (5%) of said product, and (c) submitting any and all changes to said order together with the appropriate balancing payment to UPI in writing a minimum of 30 days before the effective date of any such change.

14. SERVICE SUSPENSIONS: UPI may suspend the Service and charges to Subscriber's account for school vacation periods individually not shorter than two consecutive whole weeks and cumulatively not exceeding 22 whole weeks during any 52 week period, providing Subscriber (a) submits a schedule of any and all such periods when UPI should suspend Service to UPI in writing before October 1st and March 1st of each respective semester of this Agreement and (b) submits to UPI any and all changes in said schedule in writing a minimum of 30 days before the effective date of any such change.

15. DEFINITION: The term "whole week" in Paragraphs 13 and 14 shall mean any consecutive seven day period from and inclusive of Sunday to and inclusive of Saturday.

16. SUPERSESSION: Effective September 1, 1975 this Agreement shall supersede the Agreement between the parties hereto dated May 6, 1968.

Made this 26th day of April, 1975 at New York, N.Y.

ACCEPTED FOR:

By _____ TITLE

By _____ TITLE

UPI-U-3-73

Made this _____ day of _____, 19__, at New York, N. Y.

SEP 20 1976

United Press International

GENERAL OFFICES
NEWS BUILDING, 220 EAST 42ND STREET
NEW YORK, N. Y. 10017

New York, New York

EDUCATIONAL SERVICE CLIENT
MODIFICATION OF AGREEMENT

This letter, when signed by the respective authorized representatives of Middlebury College (Subscriber) and United Press International, Inc. (UPI), a New York corporation, shall constitute a Modification of the Agreement between the parties hereto dated April 26, 1975 in the following specific particulars:

1) SCHOOL-YEAR TERM: It is mutually understood and agreed UPI shall deliver the Service to Subscriber during the school-year period commencing the first week of September through the second week of June and UPI shall automatically suspend Service to Subscriber during the intervening summer week period until the immediate following September during each successive calendar year of said Agreement.

2) SCHOOL-YEAR RATE: Except as specifically provided under the increase provisions of Paragraph 2 of said Agreement, it is mutually understood and agreed that the Rate for such school-year service shall be either a) $3,103.00 payable by Subscriber weekly in advance to UPI at UPI's New York office on a schedule of $94.03 per week commencing October First of each successive school year and continuing until paid in full, or b) $2,966.05 payable by Subscriber in a single annual advance payment to UPI at UPI's New York office not later than October First of each successive school year, or payable in equal $1,483.03 payments to UPI not later than October First and February First of each successive school year.

3) SUMMER TERM OPTION: Subscriber may elect and UPI shall deliver Service during the summer period from the third week of June through the last week of August, providing Subscriber notifies UPI in writing of its desire to continue Service during said summer period not later than May First of the respective year in which Service is elected during the summer period. In the event Service is elected during the summer period Subscriber shall pay UPI at UPI's New York office the additional sum of $913.00 (NINE HUNDRED THIRTEEN DOLLARS AND NO CENTS) for such summer Service and such payment shall accompany said notice to UPI.

4) SUPPLIES: UPI shall provide Subscriber, at no additional expense to Subscriber, single copy paper and ribbons supplies consumed in the delivery of the Service.

Except as specifically modified herein all terms and provisions of said Agreement shall remain in full force and effect and shall apply to this Modification as of its effective date.

Made this 21st th day of September, 19 76 at New York, New York.
Middlebury, Vermont

Accepted for:

Middlebury College

By: T. Richardson Miner, Jr.

Asst. to the President (title)

UNITED PRESS INTERNATIONAL, INC.

By: _____

(title)

United Press International

GENERAL OFFICES
NEWS BUILDING, 220 EAST 42ND STREET
NEW YORK, N. Y. 10017

190/week

March 16, 1979

Mrs. J. Flickinger
Director, Student Activities
Middlebury College
Middlebury, Vt., 05753

Dear Mrs. Flickinger:

Attached are agreement forms covering the UPI broadcast news and audio service to WRMC-FM for the period September 3, 1978-June 16, 1979.

The rate for the broadcast service is $3148.00 including a charge of $11.00 weekly for the special Extel electronic printer. Billing is at the rate of $95.40 for 33 weeks, although 41 weeks of service is provided.

The audio rate is $84.40 per week for 33 weeks, a flat rate of $2785.00.

As I explained, the rate increases are due to an AT&T/monthly rate increase of $189,000 which went into effect in January of 1978.

We are waiving the date for the five per cent discount which may be applied.

Will you please sign the forms in triplicate and return them to me for execution, together with word on whether you wish to take advantage of the discount.

We regret that this matter has not surfaced until now and assure you of prompt attention in the future.

Sincerely yours,

John Nagel
212 682-0400

Att:

95.40
- 11.00
84.40

EDUCATIONAL AGREEMENT

United Press International, Inc., 220 East 42nd Street, New York, New York 10017 (UPI) and WRMC-FM Middlebury College Middlebury Vt., (Subscriber) agree as follows:

1. UPI grants to Subscriber the non-exclusive right of using UPI's Audio news (Service) for news purposes at WRMC-FM.

UPI shall deliver the Service by leased line ~~and UPI owned and maintained printer telegraph machine for which Subscriber shall furnish space and power. UPI shall bear all cost of installation and removal, and shall furnish single copy paper and ribbon supplies.~~

2. This agreement shall continue from September 3, 1978 through June 14, 1979 (41 weeks) and may be renewed for similar periods in successive years by mutual consent of Subscriber and UPI. UPI will advise well in advance of renewable periods, together with rate changes, if any.

3. Subscriber shall pay UPI, at UPI's New York office, the sum of $. $2785.00 per school year term specified in clause 2 except UPI agrees to invoice Subscriber one year in advance, granting a 5% discount, and Subscriber agrees to pay UPI the net sum of $ 2645.75 per school year term, in advance. To qualify, full advance payment must be received in New York prior to September 1, 1978. (waived)

4. Subscriber shall not use or permit use of the Service in any way not authorized by this agreement and shall not distort the substance of the Service. Subscriber shall indemnify and hold UPI harmless against any claim, damage or expense arising out of Subscriber's use of the Service contrary to this agreement or instructions by UPI.

5. Clause 3 notwithstanding, if service is required year-round, a straight $84.40 per week rate applies.

Made this 16th day of March, 1979 at New York, N.Y.

UNITED PRESS INTERNATIONAL, INC. WRMC-FM MIDDLEBURY COLLEGE

By _____ By _____

nx-78

EDUCATIONAL AGREEMENT

United Press International, Inc., 220 East 42nd Street, New York, New York 10017 (UPI) and WRMC-FM Middlebury College, Middlebury, Vt., (Subscriber) agree as follows:

1. UPI grants to Subscriber the non-exclusive right of using UPI's Broadcast News Service (Service) for news purposes at WRMC-FM.

UPI shall deliver the Service by leased line and UPI-owned and maintained printer-telegraph machine for which Subscriber shall furnish space and power. UPI shall bear all cost of installation and removal, and shall furnish single-copy paper and ribbon supplies.

2. This agreement shall continue from September 3, 1978 through June 16 1, 19 79 (41 weeks) and may be renewed for similar periods in successive years by mutual consent of Subscriber and UPI. UPI will advise well in advance of renewable periods, together with rate changes, if any.

3. Subscriber shall pay UPI, at UPI's New York office, the sum of $**3148.00 per school year term specified in clause 2 except UPI agrees to invoice Subscriber one year in advance, granting a 5% discount, and Subscriber agrees to pay UPI the net sum of $ 2990.60 per school year term, in advance. To qualify, full advance payment must be received in New York prior to September 1, 1978. (waived)

4. Subscriber shall not use or permit use of the Service in any way not authorized by this agreement and shall not distort the substance of the Service. Subscriber shall indemnify and hold UPI harmless against any claim, damage or expense arising out of Subscriber's use of the Service contrary to this agreement or instructions by UPI.

5. Clause 3 notwithstanding, if service is required year-round, a straight $95.40 per week rate applies.

**includes ATT rate increase of $970.00

also $11.00 weekly for special Extel electronic printer
33 weeks - $363.00

Made this 16th day of March, 19 79 at New York, N.Y.

UNITED PRESS INTERNATIONAL, INC.

By _____

WRMC MIDDLEBURY COLLEGE

By _____

nx-78

Ron Nief

cc: Don Kreis

News Service/WRMC

March 28, 1979

J. Flickinger

UPI has just notified us that the rates for 1978-1979 have increased to almost twice the fee scale for last year.

We have been having great difficulty over the past two years in obtaining contracts and bills, and it was only last week that we were sent the rates for this school year.

I wonder if you have any experience or knowledge of the AP service. I have a feeling that AP's service is of a better quality than UP's. Several years ago we decided to go with UPI because the rates were substantially less, but I'd like to make a comparison again.

Could we talk about this sometime? Thanks.

Don Nief

cc: Don Krebs

News Service/UCSC

March 26, 1979

A. Pilkington

UPI has just notified us that the rates for 1978-1979 have increased to almost twice the rate scale for last year.

We have been having great difficulty over the past two years in obtaining contracts and bills, and it was only last week that we were sent the rates for this school year.

I wonder if you have any experience or knowledge of the AP service. I have a feeling that AP's service is of a better quality than UP's. Several years ago we decided to go with UPI because the rates were substantially less, but I'd like to make a comparison again.

Could we talk about this sometime? Thanks.